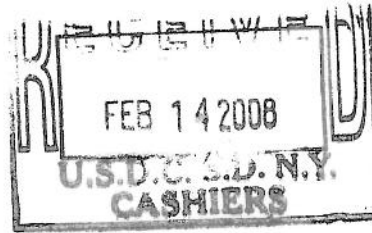


Martin F. Casey, (MFC-1415)
CASEY & BARNETT, LLC
317 Madison Avenue, 21st Floor
New York, New York 10017
(212) 286-0225
Attorneys For Plaintiff



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE SWEET

-----X
CERTAIN UNDERWRITERS AT LLOYDS as subrogee
of WUHAN HIGH-TECH OPTOELECTRONIC
DEVICES CO. LTD.

08 CV 1553
08 Civ.

COMPLAINT

Plaintiff,

- against -

AIR CHINA CARGO

Defendant.
-----X

Plaintiff, Certain Underwriters at Lloyds, by its attorneys, Casey & Barnett, LLC, for its complaint alleges upon information and belief as follows:

1. This action arises out of the Warsaw Convention, a Treaty to which the United States is a signatory. The Court has jurisdiction pursuant to 28 USC § 1331.
2. Plaintiff, Certain Underwriters at Lloyds, is the insurer of a certain consignment of Machinery owned by Wuhan High-Tech Optoelectronic Devices Co., Ltd., which was the consignee of said consignment of Machinery, as more fully described below.

3. Defendant, Air China Cargo, is a foreign corporation with an office and place of business located at Cargo Bldg 261, 2d Floor, JFK International Airport, Jamaica, NY 11430 and at all relevant times was and is doing business within the jurisdiction of this Honorable Court.

4. This is a claim for physical damage to a consignment consisting of 2 packages Machinery, with a weight of 591 kilograms, which were delivered to the defendant in good order and condition to be carried from Raleigh, North Carolina to Wuhan, China pursuant to Air China cargo air waybill number 999-6022-8044 dated February 22, 2006.

5. The cargo was delivered to Air China Cargo in good order and condition on or about February 22, 2006 and was due to be delivered to the consignee in Wuhan, China on or about February 23, 2006.

6. When the cargo arrived in Wuhan it was noted as having suffered physical damage.

7. The damage was caused solely by the negligence and carelessness of the defendant, its employees, contractors, agents and servants, without any negligence on the part of plaintiff.

8. In accordance with the provisions of the Warsaw Convention, written notice of the loss was provided to Air China Cargo within the time set forth in the Convention.

9. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other persons or parties who may now have or hereinafter acquire an interest in this action.

10. By reason of the foregoing, plaintiff has been damaged in the amount of \$24,314.89 as nearly as presently can be estimated; no part of which has been paid, although duly demanded.

WHEREFORE, plaintiff respectfully demands judgment in the amount of \$11,000.00, together with interest, costs, and disbursements, and such other and further relief as to the Court appears just and proper.

Dated: New York, New York
February 12, 2008
165-24

CASEY & BARNETT, LLC

Attorneys for Plaintiff

By: Martin F. Casey
Martin F. Casey (MFC-1415)
317 Madison Avenue, 21st Floor
New York, New York 10017
(212) 286-0225